

MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 08/11/10

**Expiration Date:** 02/29/20

**Master Agreement Description:** Reflective License Plate Sheeting

**Buyer Information**

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

**Issuer Information**

MARC THEBERGE 207-624-9007 ext. Marc.Theberge@maine.gov

**Requestor Information**

Marc Theberge 207-624-9007 ext. Marc.Theberge@maine.gov

**Authorized Departments**

29B MOTOR VEHICLES

**Vendor Information**

**Vendor Line #: 1**

**Vendor ID**

VC1000000029

**Vendor Name**

3M CO

**Alias/DBA**

**Vendor Address Information**

PO BOX 33225

ST PAUL, MN 55133-3225

US

**Vendor Contact Information**

Sharon Leggett

877-777-3571 ext.

3MTSSDOrders@mmm.com

**Payment Discount Terms**

**Discount 1:** % 0 Days

**Discount 2:** % 0 Days

**Discount 3:** % 0 Days

**Discount 4:** % 0 Days

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** 3M CO

**Commodity Line #:** 1

**Commodity Code:** 55044

**Commodity Description:** License Plate Sheeting Master Agreement RFQ

**Commodity Specifications:** As per the attached specifications made part of this MA. Reflective License Plate Sheeting - See attached for specifications; usage, and terms and conditions.

**Commodity Extended Description:** Final extension for three years, at current pricing for the duration of contract

**Quantity**

0.00000

**UOM**

**Unit Price**

\$0.00

**Delivery Days**

30

**Free on Board**

**Contract Amount**

\$0.00

**Service Start Date**

**Service End Date**

**Catalog Name**

3M

**Discount**

0.0000 %

**Discount Start Date**

08/11/10

**Discount End Date**

02/29/20

### **Commodity Terms and Conditions**

**Vendor Line #:** 1

**Commodity Line #:** 1

**T&C #:** 165

**T&C Name:** Payment Terms

**T&C Details:** Net 30

**MASTER AGREEMENT TERMS AND CONDITIONS  
FOR REFLECTIVE MATERIAL  
USED TO MANUFACTURE LICENSE PLATES**

**Commodity:** Reflective material used to manufacture license plates for the State of Maine.

**Scope:** Master Agreement to cover the normal requirements of the Maine Bureau of Motor Vehicles (BMV) for the annual usage of reflective sheeting for use in license plate manufacture.

**Master Agreement Period:** Beginning July 15, 2010 through July 31, 2013 (three years with two consecutive periods of three years for renewal opportunities if deemed appropriate by Division of Purchases).

**Product Specifications:** See specifications attached separately to RFQ.

**Estimated value:** It is understood that the total volume of material purchased during the MA period will be approximately \$300,000, however, it is understood and agreed that the MA shall cover all the quantities ordered for the BMV during the term of the MA, whether more or less than the amounts indicated.

**Ordering Procedure:** Products will be ordered by the BMV on an “as needed” basis. All orders will be placed using a “Delivery Order” (DO) against the Master Agreement (MA) from AdvantageME. Master Agreement number must be indicated on all orders and invoices. For orders less than \$5,000, the department will send the vendor the order; for orders over \$5,000, the Division of Purchases shall email the .pdf order to the vendor. The State of Maine requires vendors to allow use of payments by credit cards.

**Delivery:** The vendor will be responsible for the delivery of material in first-class condition at the point of delivery, all freight charges prepaid, and in accordance with good commercial practice. Deliveries to be made as needed. Any material that does not meet specification will be returned and immediately replaced at the vendor’s expense.

**Pricing:** Any reduction in price may occur anytime during the MA period. The reduced price shall apply on all shipments made on or after the date the reduction price becomes effective.

**MSDS Clause:** The Maine chemical substance identification law (26MRSA) requires all manufacturers, importers, suppliers, and distributors of hazardous chemicals doing business in the State of Maine to provide a copy of the current Material Safety Data Sheet for any direct purchaser of that chemical with every shipment.

**Invoices:** Separate invoices are required for each order. Electronic or email invoicing is preferred.

**Vendor Responsibilities:** The vendor is required to assume responsibility for proper delivery of all materials, equipment and services offered in their proposal whether or not bidder is the manufacturer or producer of them. Vendor is to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the issuance of a contract.

**Taxes:** The State is exempt from the payment of federal excise taxes and State sales taxes. Exemption Certificates will be furnished from the Division of Purchases upon request.

**Procurement Card:** State policy requires vendors to accept the State of Maine Procurement

Card as a form of payment. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

**Cancellation:** The State of Maine reserves the right to cancel any Master Agreement upon a thirty-day written notice or cancel immediately if the vendor does not conform to the terms and conditions of the Master Agreement.

**Extension of Contract/Renewal:** The Master Agreement may be renewed subject to required State criteria and approvals upon mutual consent of both parties to the Agreement. An extension notice will be sent by the Division of Purchases shortly before the expiration date of the Master Agreement. Such renewal shall be in accordance with the terms and conditions of the original contract and will be limited to two renewal periods.

**Accountability and Reporting:** The vendor shall send a quarterly report of all State of Maine orders and expenditures to the Division of Purchases.

**Service:** The State requires specific assurance that no installation will remain inoperative because of inadequate service. Service will be in an accelerated manner to prevent any equipment being inoperative for more than forty-eight (48) hours except on Saturday, Sunday, and legal holidays.

**Vendor to Furnish:** In addition to the machinery, equipment and services specifically mentioned herein, the vendor shall furnish a floor plan layout showing the location of each piece of equipment, size and location of air and power lines required, so that the institution can provide the necessary outlets.

Additionally, vendor shall furnish required materials, equipment and assistance to all agencies to be in full production within 45 working days after award of contract. No stoppage of manufacturer shall be due to vendor's late delivery of material or equipment set-up or process issues. Title to all equipment furnished shall remain with the vendor along with the responsibility to assume all routine maintenance and upgrade to the equipment as required providing maximum performance in order to meet the State of Maine's production needs.

**Performance Bond:** Vendor will be required to furnish a performance bond of a minimum of one million dollars (\$1,000,000), guaranteeing the State of Maine as to the faithful performance of the Master Agreement against any act or omission or commission by the successful bidder contrary to the terms of the Master Agreement.

**Product Bond:** The bond shall be posted for an amount of time equal to the sheeting's warranted performance life required by this specification. The bond shall be in an amount no less than equal to the maximum warranty penalties allowed on the volume of material estimated for purchase. If the vendor's materials have not been successfully employed in a full state license plate reissue, the supplier shall post a product bond against which the state may invoke the warranty provision of this Master Agreement should the product fail. Should actual purchases during the MA period exceed the amounts estimated; the vendor will be required to increase the bond to cover the additional liability.

**Patent or Copyright Infringement:** Vendor shall defend, protect, and save harmless the State of Maine, its officers, agents, and employees against all suits at law in equity and from all damages, claims or demands for actual or alleged infringement of any patent or copyright by reason of the use of equipment, supplies and technology provided by the successful bidder.

**Employment Personnel:** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during

the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**State employees not to benefit:** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to

**Appropriations and Termination:** Master Agreement shall be made subject to available budgetary appropriations and shall not create any obligation on behalf of the State of Maine in excess of such appropriations.

The MA shall make provisions for the Division of Purchases to terminate the agreement upon written notice to the vendor at least sixty (60) days prior to the event of termination, the Master Agreement shall not prohibit or otherwise limit the State of Maine or the Division of Purchases' right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of state government affairs.

**Governing Law:** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

**State held harmless:** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies.

This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

**Notice of Claims:** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

**Liability Insurance:** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

See RFQ attached document specifying minimum insurance requirements.

**Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**Legality:** The Master Agreement will be governed by and construed in accordance with the laws of the State of Maine.

**Note:** If you have a question regarding this "Request for Quote" (RFQ), you must submit your questions thru the "Question and Answer" link on the Solicitation Details View page on the AdvantageME Vendor Self Service website. Answers will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted there. Questions and Answers obtained any other way will not be valid for this RFQ. All questions will be valid and answered up to 48 hrs prior to bid closing and may be cause for an extension of the RFQ close date and time. Any question within the last 48 hours of the RFQ timeframe will not be valid. Quotes may be submitted any time, twenty four hours a day, and seven days a week, on the AdvantageME VSS system. Vendors that submit their quotes early are responsible to go in periodically before the close date to check for modifications and questions and answers that may affect their bid.

**Sole Contact information:** *Bambi L. Tefft*, Buyer II

Division of Purchases, Department of Administrative and Financial Services, Burton M. Cross Bldg, 4th Floor, 111 Sewall Street, 9 State House Station, Augusta, Me. 04333  
Tel: (207)624-7341; Fax: (207)-287-6578  
[bambi.l.tefft@maine.gov](mailto:bambi.l.tefft@maine.gov)

Bureau of Business Management – Division of Procurement Services  
State of Maine – Department of Administrative and Financial Services  
9 State House Station  
Augusta, Maine 04333-0009

Contract Number  
MA 100805\*030

Tel. (207) 624-7340  
Fax.# (207) 287-6578

### EXTENSION OF ANNUAL CONTRACT

**Commodity Item:** Reflective License Plate Sheeting

**Contractor:** 3m Co

**Contract Period Extended Through:** 02/29/20

**Pricing:** Will hold current contract prices.

**Extension Clause:** The State reserves the right to extend this contract for a period of up to one year, with the consent of the contractor.

**Agreement to Extend Contract:**

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 100805\*30 through Feb 29, 2020 with all terms, conditions remaining as shown in the original contract.

**By: (Print Name)** Susan Broin

**By: (Signature)**  \_\_\_\_\_

**E-mail Address:** jlstahosky@mmm.com

**Date:** 7-30-2019

# 3M Company Government Contracts Power of Attorney

By the authority granted the undersigned by the Corporate Secretary, the individuals listed below are hereby appointed as 3M's or its designated subsidiaries', true and lawful attorneys-in-fact for it, and its name, for commercially available products and services and government unique products and services for which 3M or its designated subsidiaries will be a prime contractor, subcontractor or higher tier subcontractor to any federal, state or municipal governmental agency in the United States ("Government Contracts"), to perform acts specified on behalf of this Corporation.

Except as provided below, authority is granted to submit or execute proposals, bids, binding purchase orders, contracts and subcontracts, certifications, representations and warranties, and documents related thereto for Government Contracts; however, this authority does not include (a) research and development services;\* (b) executing country of origin certifications\*\*; or (c) any other authority that is not expressly granted in this document. 3M Executive employees (Vice President or above), automatically have authority to sign on behalf of their respective business divisions. Authority for the individuals below is limited to the specific Business Unit or staff function indicated and such authority may not be sub-delegated.

<p><b><u>3M Unitek Corporation</u></b> Gregg, Shawn McCloskey, Molly</p> <p><b><u>Advanced Materials Division</u></b> Davis, Scott Hanson, Scott Lockhart, Bruce Moeller, Kent Morin, Eric Pearson, Claudia Race, Robert Utley, Elizabeth Ward, Charles</p> <p><b><u>Aearo Technologies LLC.</u></b> Hinko, David</p> <p><b><u>Automotive and Aerospace Solutions Division</u></b> <i>see Government Marketing-Sales</i></p> <p><b><u>Display Materials &amp; Systems Division</u></b> Summers, Micki</p> <p><b><u>Electrical Markets Division</u></b> Irwin, Mike Kieffer, John Larson, Loren McGurran, Dan</p>	<p><b><u>Electronics Materials Solutions Division</u></b> Anderson, Kevin</p> <p><b><u>Food Safety Department</u></b> Wadie, John</p> <p><b><u>Government R&amp;D Contracts Department*</u></b> Kays, Steven Martinez, Rita</p> <p><b><u>3M Health Information Systems</u></b> Black, Lisa Garrison, Garri Graves, Terri Jennings, Gerald Kim, Myung Mason, Deborah Mathison, John McDonough, James Mitchell, Brian Peddicord, Kyle</p> <p><b><u>Industrial Adhesives &amp; Tapes Division</u></b> <i>see Government Marketing-Sales (FSS Contracts Only)</i></p> <p><b><u>Industrial Mineral Products Division</u></b> Erickson, Scott</p>	<p><b><u>Medical Solutions Division</u></b> Haataja, Brian (Service Support only) McDonald, Michael</p> <p><b><u>Oral Care Solutions Division</u></b> Gregg, Shawn McCloskey, Molly McDonald, Michael</p> <p><b><u>Personal Safety Division</u></b> <i>see Government Marketing-Sales</i></p> <p><b><u>Separation &amp; Purification</u></b> Towne, Richard</p> <p><b><u>Stationery &amp; Office Supplies Division</u></b> Rihm, Diana</p> <p><b><u>Transportation Safety Division</u></b> Broin, Susan Clark-Ferris, Kim*** Do, Thanh-Huong*** Frampton, Steven Lorence, Craig Trac, Phu***</p>
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Authority Applies to any Business Unit or Staff Function		
<u>Global Channel Services</u> Lauri Constantine  <u>U.S. Pacific Branches</u> Mathers, Stephanie Kawasaki, Heidi	<u>Government Marketing-Sales</u> Weller, Greg Keeler-Ramacier, Kelly	<u>Government Contract Compliance</u> Agoye, Jenna Bordas, Rich Carr, Terrance Horwitz, Charles Paraschou, Maria Robinette, Thomas

**Authority to Make Country of Origin Certifications
<u>Trade Compliance Department</u> Goebel, Kathleen    LaMere, Pierre    Mulinix, Jonathan

For all appointments, authority may be withdrawn or modified at any time, including upon an individual's change in responsibility.

This Power of Attorney revokes all prior Powers of Attorney with respect to the same matters and shall remain in effect until terminated by the undersigned or any other person authorized to grant powers of attorney on behalf of 3M.

By: 

7-8-19

Charles Horwitz  
Director, Government Contract Compliance  
3M Company

Date

\*Authority is delegated by 3M's Senior Vice President, Research and Development, and Chief Technology Officer, to the Vice President, Research and Development, for their respective 3M Business Groups, and to certain specified employees in Government Research & Development Contracts, to execute proposals, contracts, subcontracts (including certifications, representations and warranties to comply with certain laws and regulations) for government R&D services.

\*\*\* Authority expressly limited to executing Certificates of Conformance.

MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
188VE	55044	GRPH W/O Vacation Land	GRPH W/O Vacation Land 12-1/32in x 300yds	RL	\$1,040.04	30
188PE	55044	GRPH W/ Vacation Land	GRPH W/ Vacation Land 12-1/32in x 300yds	RL	\$1,040.04	30
MEE84770A	55044	White Passenger	White Passenger 12-1/32in x 300yds	RL	\$901.99	30
MEE94770A	55044	White Motorcycle	White Motorcycle 7in x 200yds	RL	\$349.86	30
MEE84772A	55044	Red Motorcycle	Red Motorcycle 7in x 200yds	RL	\$374.85	30
TBD1	55044	5 color (1-40 300 yd rolls)	5 color (1-40 300 yd rolls)	FT	\$2.42	30
TBD2	55044	6 color (1-40 300 yd rolls)	6 color (1-40 300 yd rolls)	FT	\$2.42	30
C1808E	55044	LOBSTER PLATE	12-1/32in x 300yds	RL	\$2,174.66	30
C1804E	55044	VETERANS PLATE	12-1/32in x 300yds	RL	\$2,174.66	30
C1805E	55044	MAINE FIRE FIGHTERS PLATE	12-1/32in x 300yds	RL	\$2,174.66	30
C1806E	55044	MAINE PURPLE HEART PLATE	12-1/32in x 300yds	RL	\$2,174.66	30
C1811E	55044	AGRICULTURE PLATE	12-1/32in x 300yds	RL	\$2,174.66	30
C1812	55044	AGRICULTURE/COMMERCIAL PLATE 4 COLOR	12-1/32in x 300yds	RL	\$2,174.66	30
C1813E	55044	WE SUPPORT OUR TROOPS	12-1/32in x 300yds	RL	\$2,174.66	30
C1814E	55044	MAINE SPORTSMAN PLATE	12-1/32in x 300yds	RL	\$2,174.66	30
C1815E	55044	BREAST CANCER PLATE	12 - 1/32 X 300 YDS	RL	\$2,174.66	30
C1816E	55044	ANIMAL WELFARE PLATE	12-1/32in x 300yds	RL	\$2,174.66	30
C1809E	55044	BLACK BEAR PLATE	12-1/32in x 300yds	RL	\$2,174.66	30
TBD16	55044	UNIVERSITY OF MAINE PLATE	12-1/32in x 300yds	RL	\$2,174.66	30
TBD17	55044	LOON PLATE	12-1/32in x 300yds	RL	\$2,174.66	30
C1820E	55044	Acadian Plate	12-1/32in x 300yds	RL	\$2,174.66	30
C1810E	55044	Wabanaki Sheeting	12-1/32in x 300yds	RL	\$2,174.66	30
C1822E	55044	ME Naval Centennial	12-1/32in x 300yds	RL	\$2,174.66	30
C1823E	55044	Gold Star Next of Kin Plate	12-1/32in x 300yds	RL	\$2,174.66	30
C1824E	55044	Maine Bicentennial	12-1/32in x 300yds	RL	\$2,174.66	30
C1825E	55044	Maine Dealer Plate	12-1/32in x 300yds	RL	\$2,174.66	30
75-0302-7548-3	55044	ME DEALER M/C PLATE	7INX300YD	RL	\$1,265.25	30
C1827E	55044	ME DISABLED VET PLATE	12-1/32in x 300yds	RL	\$2,174.66	30
C1828E	55044	ME EMS PLATE	12-1/32in x 300yds	RL	\$2,174.66	30
C1829E	55044	ME Barbara Bush Children's Hospital	12-1/32in x 300yds	RL	\$2,174.66	30
C1830E	55044	VETERANS PLATE 2018 Redesign	4-color	RL	\$2,174.66	30